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9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF SACRAMENTO**

11 RENE VILLAGOMEZ, on behalf himself,
12 the State of California, and others similarly
13 situated and aggrieved,

14 Plaintiff,

15 vs. BAYER U.S., LLC, a Delaware limited
16 liability company, BAYER
17 CORPORATION, a Delaware corporation,
18 BAYER CROPSCIENCE LP, a Delaware
19 limited partnership, and DOES 1 to 100,
20 inclusive,

21 Defendants.

CASE NO. 34-2021-003114259

Assigned for All Purposes to:
Hon. Lauri A. Damrell
Dept. 28

STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AND RELEASE

22 **STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**
23 **AND RELEASE**

24 This Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
25 Agreement”) is made and entered into by and between Plaintiff Rene Villagomez (“Plaintiff” or
26 “Class Representative”), individually and on behalf of all others similarly situated and aggrieved,
27 and Defendants Bayer U.S., LLC, Bayer Corporation, and Bayer CropScience, LP (collectively
28 “Defendants” or “Bayer”) (together with Plaintiff, the “Parties”).

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STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means the civil lawsuit filed by Plaintiff against Defendants, styled Rene Villagomez v. Bayer U.S., LLC, et al., Sacramento County Superior Court Case No. 34-2021-003114259.

2. “Appeal” means a timely appeal by a Class Member to the Order and Judgment approving the Settlement, or an appeal by one of the Parties to an order that materially alters the Settlement.

3. “Attorney’s Fees and Costs” means attorney’s fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of an Order and Judgment approving the Settlement, and expenses for any experts. Class Counsel will request not more than one-third of the Total Settlement Amount, or Two Hundred Seventy Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$278,333.33) in attorney’s fees, and not more than Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) in litigation costs and expenses. Defendants have agreed not to oppose Class Counsel’s request for attorney’s fees and costs and expenses as set forth above.

4. “Class Counsel” means Zachary M. Crosner, Michael Crosner, and Jamie Serb and Crosner Legal, PC.

5. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty one (21) calendar days after entry of an Order granting Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security Number; number of days worked for Defendants during the Class Period; dates of employment.

1 6. “Class Member(s)” or “Settlement Class” means all current and former non-
2 exempt employees of Bayer CropScience, LP, Bayer R&D Services and Monsanto Company
3 employed in California between January 21, 2018 and September 6, 2022.

4 7. “Class Notice” means the Notice of Class Action Settlement substantially in the
5 form attached hereto as Exhibit A, and approved by the Court.

6 8. “Class Period” means the period from January 21, 2018 through September 6,
7 2022, inclusive.

8 9. “Class Representative” means Plaintiff Rene Villagomez.

9 10. “Court” means the Sacramento County Superior Court.

10 11. “Effective Date” shall be when Final Approval of the Settlement can no longer be
11 appealed by an objector, or in the absence of any objections (or if all objections are withdrawn
12 with Court approval by the time of the Final Approval Hearing) or any plaintiff in intervention,
13 upon Notice of Entry of Judgment. If objections are heard by the Court and overruled, and no
14 appeal is taken of the Judgment by an objector or plaintiff in intervention, then the Effective Date
15 shall be sixty-five (65) calendar days after Notice of Entry of Judgment. If any appeal is taken
16 from the Court’s overruling of any objections to the Settlement, then the Effective Date shall be
17 ten (10) calendar days after all appeals are withdrawn or after an appellate decision affirming the
18 Final Approval and Judgment becomes final.

19 12. “Employee PAGA Allocation” means the twenty five percent (25%) of the PAGA
20 Penalty Amount, or Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$8,750.00), to
21 be distributed to the PAGA Settlement Group.

22 13. “Individual PAGA Payment” means each PAGA Settlement Group member’s
23 respective share of the Employee PAGA Allocation.

24 14. “Individual Settlement Payment” means each Participating Class Member’s
25 respective share of the Net Settlement Amount.

26 15. “Labor & Workforce Development Agency Payment” means the payment of
27 Twenty Six Thousand Two Hundred Fifty Dollars (\$26,250.00) from the PAGA Penalty Amount
28 to the California Labor & Workforce Development Agency for its portion of the civil penalties

1 paid under the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.*

2 16. “Net Settlement Amount” means the portion of the Total Settlement Amount
3 remaining after deducting the Class Representative Enhancement Payment, PAGA Penalty
4 Payment, Attorney’s Fees and Costs, and Settlement Administration Costs. The entire Net
5 Settlement Amount will be distributed to the Participating Class Members. There will be no
6 reversion of any portion of the Net Settlement Amount to Defendants.

7 17. “Notice of Entry of Judgment” means a Notice of Entry of Judgment pursuant to
8 section 664.5(c) of the California Code of Civil Procedure filed and served by Plaintiff.

9 18. “Objection” means a Class Member’s valid and timely written objection to the
10 Settlement Agreement. For an Objection to be valid, it must include: (i) the objector’s full name,
11 signature, address, and telephone number; (ii) a written statement of all grounds for the objection
12 accompanied by any legal support for such objection; and (iii) copies of papers, briefs, or other
13 documents upon which the objection is based, if any. Alternatively, any Class Member may
14 object by appearing at the Final Approval Hearing either with or without submitting a written
15 Objection.

16 19. “PAGA Penalty Amount” means the amount of Thirty Five Thousand Dollars and
17 No Cents (\$35,000.00) from the Total Settlement Amount allocated to resolution of all claims
18 alleged in the Action under PAGA.

19 20. “PAGA Period” means the period from November 17, 2020 through September 6,
20 2022.

21 21. “PAGA Settlement Group” means all current and former non-exempt employees
22 of Bayer CropScience, LP, Bayer R&D Services and Monsanto Company employed in California
23 between November 17, 2020 and September 6, 2022.

24 22. “Parties” means Plaintiff and Defendants collectively.

25 23. “Participating Class Member” means any Class Member who does not submit a
26 timely and valid Request for Exclusion.

27 24. “Plaintiff” means Rene Villagomez.

28 25. “Plaintiff’s Counsel” means Zachary M. Crosner, Michael Crosner, and Jamie

1 Serb and Crosner Legal, PC.

2 26. "Preliminary Approval" means the Court order granting preliminary approval of
3 the Settlement.

4 27. "Qualifying Workweek(s)" means each seven-day period(s) commencing on
5 Sunday at 12:00 a.m. and ending on a Saturday at 11:59 p.m. in which a Class Member was
6 employed by Defendants in California during the Class Period

7 28. "Released Class Claims" means all wage and hour claims asserted in the Action
8 and any claims for: (1) failure to pay minimum wage and liquidated damages; (2) failure to pay
9 overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure
10 to provide compliant wage statements in violation of Labor Code section 226(a); (6) failure to pay
11 all wages due on separation of employment; (7) unreimbursed business expenses in violation of
12 Labor Code section 2802; and (8) violation of California Business & Professions Code sections
13 17200, *et seq.* in relation to the foregoing Labor Code violations. This release shall also include
14 releases for claims under California Labor Code sections 201-204, 210, 225.5, 216, 221-23, 226 *et*
15 *seq.*, 226.7, 233, 234, 245-248.5, 351, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5,
16 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5. The Released Class Claims are
17 released for the duration of the Class Period, and do not include any claims that cannot be released
18 as a matter of law.

19 29. "Released PAGA Claims" means all claims that were administratively exhausted
20 by providing the requisite notice Labor & Workforce Development Agency and/or in the Action
21 and for alleged violations for: (1) failure to pay minimum wage and liquidated damages; (2) failure
22 to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5)
23 failure to provide compliant wage statements in violation of Labor Code section 226(a); (6) failure
24 to pay all wages due on separation of employment; (7) unreimbursed business expenses in
25 violation of Labor Code section 2802; and (8) violation of California Business & Professions Code
26 sections 17200, *et seq.* in relation to the foregoing Labor Code violations. This release shall also
27 include releases for claims under California Labor Code sections 201-204, 210, 225.5, 216, 221-
28 23, 226 *et seq.*, 226.7, 233, 234, 245-248.5, 351, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174,

1 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5. The Released PAGA
2 Claims are released for the duration of the PAGA Period.

3 30. “Released Parties” means Defendants, Bayer R&D Services, Monsanto Company,
4 as well as their current and former agents, officers, exempt employees, directors, owners,
5 subsidiaries, affiliates, parent companies, insurers, attorneys, shareholders, investors, related
6 management companies, and any other related parties.

7 31. “Request for Exclusion” means a timely letter submitted by a Class Member
8 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set
9 forth the name, address, telephone number and last four digits of the Social Security Number of
10 the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to
11 the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be
12 included in the Settlement; and (v) be postmarked on or before the Response Deadline.

13 32. “Response Deadline” means the deadline by which Class Members must postmark
14 to the Settlement Administrator Requests for Exclusion, or postmark Objections to the Settlement
15 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial
16 mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a
17 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day
18 on which the U.S. Postal Service is open.

19 33. “Settlement Administration Costs” means the costs to the Settlement
20 Administrator for administering this Settlement, including, but not limited to, printing,
21 distributing, and tracking documents for this Settlement, creating and maintaining a web site and
22 toll-free telephone number, tax reporting, distributing the Total Settlement Amount, and
23 providing necessary reports and declarations, as requested by the Parties or the Court. The
24 Settlement Administration Costs will not exceed Eight Thousand Dollars and No Cents
25 (\$8,000.00).

26 34. “Settlement Administrator” means Phoenix Settlement Administrators, or any
27 other third-party class action settlement administrator agreed to by the Parties and approved by
28 the Court for the purposes of administering this Settlement. The Parties each represent that they

do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

35. “Total Settlement Amount” means the amount of Eight Hundred Thirty Five Thousand Dollars and Zero Cents (\$835,000.00), to be paid by Defendants in full satisfaction of all claims alleged in the Action or that could have been alleged in the Action, based on the operative facts alleged therein, which includes all Individual Settlement Payments to Participating Class Members, the Labor & Workforce Development Agency Payment, Attorney’s Fees and Costs, the Class Representative Enhancement Payment, and Settlement Administration Costs. Any employer-side payroll taxes required by law, including the employer-side FICA, FUTA, and SDI contributions, will be paid by Defendants separately and apart from the Total Settlement Amount. There will be no reversion of any portion of the Total Settlement Amount to Defendants. The Parties estimate there were approximately 47,336 Qualified Workweeks worked by the Class during the Class Period. If the number of Qualified Workweeks is 10% higher than 47,336, then the Total Settlement Amount shall be increased proportionally.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as follows:

36. Class Certification. For settlement purposes only, the Parties agree that the Class shall be certified. This Settlement Agreement is contingent upon the approval and certification by the Court of the Class for settlement purposes only. Defendants do not waive, and instead expressly reserve, all rights to challenge the propriety of class certification for any purpose should the Court not approve the Settlement. In connection with the proposed certification of the Class, the Parties shall cooperate and present to the Court for its consideration competent evidence, as may be requested by the Court, under the applicable due process requirements and standards for class certification. In the event either preliminary or final approval of the Settlement is not obtained or, if obtained, is reversed upon appeal, the Parties shall be returned to their respective positions in the action as they existed immediately prior to the execution of this Agreement. Furthermore, nothing said or represented in connection with obtaining approval of the Court with

1 respect to this settlement, either on a preliminary or final basis, shall be admissible for any
2 purpose other than to obtain approval by the Court of this Settlement.

3 37. Amended Complaint. The Parties will stipulate to Plaintiff filing an amended
4 complaint alleging class claims consistent with the definition of Released Class Claims either
5 before or concurrently with submission of the motion seeking preliminary approval of the
6 settlement.

7 38. Funding of the Total Settlement Amount. Defendants will deposit the Total
8 Settlement Amount via wire transfer into a Qualified Settlement Account (“QSA”) to be
9 established by the Settlement Administrator within twenty one (21) calendar days of the Effective
10 Date.

11 39. Attorney’s Fees and Costs. Defendants agree not to oppose or impede any
12 application or motion by Class Counsel for Attorney’s Fees and Costs, not to exceed one-third
13 (1/3) of the Total Settlement Amount, or Two Hundred Seventy Eight Thousand Three Hundred
14 Thirty Three Dollars and Thirty Three Cents (\$278,333.33) in attorney’s fees, and actual
15 litigation costs and expenses not to exceed Twenty Five Thousand Dollars and Zero Cents
16 (\$25,000.00). The Parties stipulate that, for purposes of settlement only, Plaintiff and the Class
17 are the prevailing parties in the Action and are entitled to attorney’s fees and costs under the
18 applicable fee-shifting statutes, including, inter alia, California Code of Civil Procedure section
19 1021.5, and Labor Code sections 218.5, 1194(a) and 2699(g). Any funds allocated to Attorney’s
20 Fees and Costs but not awarded by the Court will be included in the Net Settlement Amount and
21 distributed pro rata to the Participating Class Members. The Settlement Administrator will issue
22 an IRS Form 1099 to Class Counsel for the Attorney’s Fees and Costs.

23 40. Class Representative Enhancement Payment. In exchange for a general release,
24 and in recognition of his effort and work in prosecuting the Action on behalf of the Class
25 Members, Defendants agree not to oppose or impede any application or motion for a Class
26 Representative Enhancement Payment not to exceed Ten Thousand Dollars and Zero Cents
27 (\$10,000.00) to Plaintiff. The Class Representative Enhancement Payment will be paid from the
28 Total Settlement Amount and will be in addition to Plaintiff’s Individual Settlement Payment.

1 Any funds allocated to the Class Representative Enhancement Payment but not awarded by the
2 Court will be included in the Net Settlement Amount and distributed pro rata to the Participating
3 Class Members. Plaintiff will be solely responsible to pay any and all applicable taxes on the
4 payment made pursuant to this paragraph, and the Settlement Administrator will issue an IRS
5 Form 1099 to Plaintiff for the Class Representative Enhancement Payment. In addition to the
6 Class Representative Enhancement Payment, and in addition to the Total Settlement Amount,
7 concurrently with the deposit of the Total Settlement Amount Defendants reimburse Plaintiff
8 Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00) regarding alleged loss of a
9 Health Savings Account.

10 41. Settlement Administration Costs. The Settlement Administrator will be paid for
11 the reasonable costs of administration of the Settlement and distribution of payments from the
12 Total Settlement Amount, which Settlement Administration Costs shall not exceed Eight
13 Thousand Dollars and Zero Cents (\$8,000.00). These costs, will include, *inter alia*, the required
14 tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,
15 distributing Class Notices, creating and maintaining a web site and toll-free telephone number,
16 calculating Individual Settlement Payments and distributing the Total Settlement Amount as set
17 forth herein, and providing necessary reports and declarations. These costs shall be paid from the
18 Total Settlement Amount. Any funds allocated to Settlement Administration Costs but not
19 incurred by or otherwise paid to the Settlement Administrator will be included in the Net
20 Settlement Amount and distributed pro rata to the Participating Class Members.

21 42. PAGA Penalty Amount. The Parties agree to allocate Thirty Five Thousand
22 Dollars (\$35,000) from the Total Settlement Amount to the resolution of all claims related to the
23 Class Members arising under the PAGA. Pursuant to PAGA, Seventy-Five Percent (75%) of the
24 PAGA allocation, or Twenty Six Thousand Two Hundred Fifty Dollars and No Cents
25 (\$26,250.00), will be paid to the California Labor & Workforce Development Agency as the
26 Labor & Workforce Development Agency Payment, and the remaining Twenty Five Percent
27 (25%) of the PAGA allocation, or Eight Thousand Seven Hundred Fifty Dollars and No Cents
28 (\$8,750.00), will be allocated to the Employee PAGA Payment for distribution pro rata to the

1 PAGA Settlement Group.

2 43. Individual Settlement Payment Calculations. The Individual Settlement Payment
3 for each Participating Class Member shall be determined as follows: The Net Settlement Amount
4 shall be divided by the total number of Qualifying Workweeks of all Class Members. The result
5 of this division is referred to as the “Weekly Rate;” and (b) the amount of each Class Member’s
6 Individual Settlement Payment shall be the result of multiplying each Class Member’s number of
7 Qualifying Workweeks by the Weekly Rate. The Settlement Administrator will perform all
8 calculations necessary to determine the Individual Settlement Payments based upon information
9 provided by Defendants with the Class List.

10 44. Individual PAGA Payment Calculations: The Individual PAGA Payment for each
11 member of the PAGA Settlement Group shall be determined as follows: The Employee PAGA
12 Payment shall be divided by the total number of pay periods for PAGA Settlement Groups. The
13 result of this division is referred to as the “Pay Period Rate;” and (b) the amount of each PAGA
14 Settlement Group member’s Individual PAGA Payment shall be the result of multiplying each
15 PAGA Settlement Group Member’s number of pay periods by the Pay Period Rate. The
16 Settlement Administrator will perform all calculations necessary to determine the Individual
17 PAGA Payments based upon information provided by Defendants with the Class List.

18 45. The Settlement Administrator shall be responsible for reducing each Individual
19 Settlement Payment based on any required deductions for each Participating Class Member as
20 specifically set forth herein, including employee-side tax withholdings or deductions.

21 46. The entire Net Settlement Amount will be disbursed to all Class Members who do
22 not submit timely and valid Requests for Exclusion. If there are any timely and valid Requests
23 for Exclusion from members of the Class, the Settlement Administrator shall not include all
24 Qualifying Workweeks attributable to such individuals as part of the calculation of the total class-
25 wide Qualifying Workweeks for all Participating Class Members under paragraph 44 above, so
26 that the amount available for distribution to the Participating Class Members equals 100% of the
27 Net Settlement Amount.

28 47. No Credit To Benefit Plans. The Individual Settlement Payments made to

1 Participating Class Members under this Settlement, as well as any other payments made pursuant
2 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
3 to which any Class Members may be eligible, including, but not limited to: profit-sharing plans,
4 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
5 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
6 affect any rights, contributions, or amounts to which any Class Members may be entitled under
7 any benefit plans.

8 48. Administration Process. The Parties agree to cooperate in the administration of the
9 settlement and to make all reasonable efforts to control and minimize the costs and expenses
10 incurred in administration of the Settlement.

11 49. Delivery of the Class List. Within twenty one (21) calendar days of Preliminary
12 Approval, Defendants will provide the Class List to the Settlement Administrator.

13 50. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after
14 receiving the Class List from Defendants, the Settlement Administrator will mail a Class Notice
15 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
16 addresses identified in the Class List.

17 51. Confirmation of Contact Information in the Class List. Prior to mailing, the
18 Settlement Administrator will perform a search based on the National Change of Address
19 Database for information to update and correct for any known or identifiable address changes.
20 Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the
21 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
22 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
23 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
24 promptly attempt to determine the correct address using a skip-trace or other search using the
25 name, address and/or Social Security Number of the Class Member involved, and will then
26 perform a single re-mailing.

27 52. Class Notices. All Class Members will be mailed a Class Notice via First Class
28 U.S. Mail. Each Class Notice will provide: (i) information regarding the nature of the Action; (ii)

1 a summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv) the total
2 number of Qualifying Work Weeks worked by each respective Class Member while working for
3 Defendants as a non-exempt employee in California during the Class Period; (v) each Class
4 Member's estimated Individual Settlement Payment and the formula for calculating Individual
5 Settlement Payments; (vi) the procedure for a Class Member to dispute the calculation of their
6 estimated Individual Settlement Payments; (vii) the dates that comprise the Class Period; (viii)
7 instructions on how to submit a Request for Exclusion or Objection; (ix) the deadlines by which
8 the Class Member must postmark Requests for Exclusion, and the deadlines by which the Class
9 Members must postmark Objections to the Settlement; and (x) the claims to be released. The
10 Class Notice shall be in substantially the same form as Exhibit A hereto, as approved by the
11 Court.

12 53. The Settlement Administrator will also set up and maintain a toll-free telephone
13 number for Class Members to contact the Settlement Administrator regarding the Settlement, and
14 the toll-free telephone number will be identified in the Class Notice.

15 54. Disputed Information on Class Notices. Class Members will have an opportunity
16 to dispute the information provided in their Class Notices. To the extent Class Members dispute
17 their total Qualifying Work Weeks while working for Defendants as an hourly-paid, non-exempt
18 employee during the Class Period, Class Members may produce evidence to the Settlement
19 Administrator showing that such information in the Class Notice is inaccurate. The Settlement
20 Administrator will decide the dispute. Defendants' records will be presumed correct, but the
21 Settlement Administrator will evaluate the evidence submitted by the Class Member and will
22 make the final decision as to the merits of the dispute, which decision shall be final and
23 unappealable by any Party or Class Member. All disputes will be resolved within ten (10)
24 business days of the Response Deadline.

25 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from
26 the Settlement Agreement must sign and postmark a written Request for Exclusion to the
27 Settlement Administrator within the Response Deadline. The postmark date will be the exclusive
28 means to determine whether a Request for Exclusion has been timely submitted. There is no right

1 for any PAGA Member to request exclusion from the Released PAGA Claims or from receiving
2 an Individual PAGA Payment.

3 56. Defective Submissions. If a Class Member's Request for Exclusion is defective as
4 to the requirements listed herein, that Class Member will be given an opportunity to cure the
5 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
6 business days of receiving the defective submission to advise the Class Member that his or her
7 submission is defective and that the defect must be cured to render the Request for Exclusion
8 valid. The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15)
9 calendar days from the date of the cure letter to postmark a revised Request for Exclusion. If the
10 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

11 57. Option to Rescind the Settlement Agreement: Defendants may elect, at their
12 option, to rescind the Settlement if more than five percent (5%) of Class Members submit timely
13 and valid Requests for Exclusion. If Defendants exercise the conditional right to rescind, they
14 must do so by written communication to Class Counsel that is received by Class Counsel within
15 thirty (30) calendar days of the Response Deadline. In the event Defendants exercise the
16 conditional right to rescind, Defendants will be responsible for all Settlement Administration
17 Costs incurred to the date of rescission.

18 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out, and All PAGA
19 Settlement Group Members. Any Class Member who does not affirmatively opt-out of the
20 Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by
21 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment
22 that may be entered by the Court if it grants final approval to the Settlement. Additionally, all
23 PAGA Settlement Group members will be bound by the terms of the Released PAGA Claims.

24 59. Objection Procedures. To object to the Settlement Agreement, a Class Member
25 may timely submit to the Settlement Administrator a written Objection. Any written Objection
26 must be signed by the Class Member and contain all information required by this Settlement
27 Agreement, as specified in the Class Notice. Written Objections may be mailed to the Settlement
28 Administrator as explained in the Class Notice. The Settlement Administrator will forward

1 copies of all written Objections to both Class Counsel and counsel for the Defendants within three
2 (3) calendar days of receipt. The postmark date will be deemed the exclusive means for
3 determining whether a written Objection is timely. Class Members who fail to object in the
4 manner specified above will be deemed to have waived all objections to the Settlement and will
5 be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement
6 Agreement. Alternatively, any Class Member may appear at the Final Approval Hearing,
7 personally or through their own counsel, in order to have their objections heard by the Court,
8 regardless of whether such Class Member submits a written Objection. Only those Class
9 Members who do not submit a Request for Exclusion may object to the Settlement. At no time
10 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
11 submit written or oral objections to the Settlement Agreement or appeal from the Order and
12 Judgment. Class Counsel will not represent any Class Members with respect to any such
13 objections to this Settlement.

14 60. Certification Reports. The Settlement Administrator will provide all counsel with
15 a weekly report that certifies the number of Class Members who have submitted valid Requests
16 for Exclusion, and whether any Class Member has submitted a challenge to any information
17 contained in their Class Notice. Additionally, the Settlement Administrator will provide to
18 counsel for both Parties any updated reports regarding the administration of the Settlement
19 Agreement as needed or requested.

20 61. Distribution of Settlement Payments. Within ten (10) calendar days of receipt of
21 the Total Settlement Amount, the Settlement Administrator will issue all Court-approved
22 payments to: (i) the Participating Class Members and PAGA Settlement Group members; (ii) the
23 Labor & Workforce Development Agency; (iii) Plaintiff; (iv) Class Counsel, and (v) itself.

24 62. Un-cashed Settlement Checks. If a Participating Class Member's Individual
25 Settlement Payment check, or a PAGA Member's Individual PAGA Payment check, is not cashed
26 within 60 days after its last mailing to the individual in question, the Settlement Administrator
27 will send that individual a letter informing him or her that unless the check is cashed in the next
28 120 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or

1 misplaced but not cashed. All funds represented by uncashed checks and funds represented by
2 Individual Settlement Payments and Individual PAGA Payments returned as undeliverable will
3 forwarded to the California State Controller's Unclaimed Property Fund.

4 63. Certification of Completion. Upon completion of administration of the Settlement,
5 the Settlement Administrator will provide a written declaration under oath to certify such
6 completion to the Court and counsel for all Parties.

7 64. Tax Treatment of Settlement Payments. All Individual Settlement Payments will
8 be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will be
9 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80%) will be
10 allocated to penalties and interest for which IRS Forms 1099-MISC will be issued. All Individual
11 PAGA Payments are allocated to penalties for which IRS Forms 1099-MISC shall issue.

12 65. Administration of Taxes by the Settlement Administrator. The Settlement
13 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
14 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
15 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
16 all payroll taxes and penalties to the appropriate government authorities.

17 66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
18 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
19 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
20 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
22 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
23 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
25 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
26 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
27 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
28 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS

1 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
2 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
3 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
4 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
5 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
6 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
7 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
8 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
9 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
10 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
11 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
12 AGREEMENT.

13 67. No Prior Assignments. The Parties and their counsel represent, covenant, and
14 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
15 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
16 demand, action, cause of action or right herein released and discharged.

17 68. Nullification of Settlement Agreement. In the event that: (i) the Court does not
18 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for
19 any other reason, then this Settlement Agreement, and any documents generated to bring it into
20 effect, will be null and void. Any order or judgment entered by the Court in furtherance of this
21 Settlement Agreement will likewise be treated as void from the beginning.

22 69. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
23 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval
24 Order for (a) conditional certification of the Settlement Class for settlement purposes only, (b)
25 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for the Final
26 Approval. The Preliminary Approval Order will provide for the Class Notice to be sent to all
27 Class Members as specified herein. In conjunction with the Preliminary Approval hearing,
28 Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and

1 will include the proposed Class Notice, which is attached hereto as Exhibit A. Plaintiff shall also
2 timely provide notice of the settlement and Preliminary Approval Hearing to the Labor &
3 Workforce Development Agency as required by PAGA.

4 70. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
5 deadline to postmark Requests for Exclusion and Objections, and with the Court's permission, a
6 Final Approval Hearing will be conducted to determine the Final Approval of the Settlement,
7 along with the amounts properly payable for: (i) Individual Settlement Payments and Individual
8 PAGA Payments; (ii) the Labor & Workforce Development Agency Payment; (iii) the Class
9 Representative Enhancement Payment; (iv) Attorney's Fees and Costs; and (v) all Settlement
10 Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30)
11 calendar days after the Response Deadline. Class Counsel will be responsible for drafting all
12 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting
13 the application for the Representative Enhancement Payments and Attorney's Fees and Costs, and
14 a request for approval of the Settlement Administration Costs, to be heard at the Final Approval
15 Hearing.

16 71. Release by Plaintiff, the Settlement Class and LWDA. Upon the Effective Date
17 and conditioned upon full satisfaction of the payment obligations in Paragraph 61, Plaintiff and
18 all Participating Class Members will be deemed to have released the Released Class Claims, and
19 the LWDA, Plaintiff, and PAGA Settlement Group Members will be deemed to have released the
20 Released PAGA Claims brought under PAGA, and will be barred from bringing or prosecuting
21 any of the Released Class Claims or Released PAGA Claims against the Released Parties.

22 72 Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
23 the Court or after the Final Approval Hearing, the Parties will present the Judgment to the Court
24 for its approval. After entry of the Judgment, under Code of Civil Procedure section 664.6, the
25 Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
26 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such
27 post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
28 Agreement.

1 73. Release by Plaintiff. Upon the Effective Date, in addition to the claims being
2 released by all Participating Class Members, Plaintiff will release and forever discharge the
3 Released Parties, to the fullest extent permitted by law, of and from any and all claims, known
4 and unknown, asserted and not asserted, which Plaintiff has or may have against the Released
5 Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing
6 releases are releases to which Section 1542 of the California Civil Code or similar provisions of
7 other applicable law may apply, Plaintiff expressly waives any and all rights and benefits
8 conferred upon him by the provisions of Section 1542 of the California Civil Code or similar
9 provisions of applicable law, which are as follows:

10 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
11 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
12 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
13 **RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
14 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
15 **PARTY.**

16 74. Exhibit Incorporated by Reference. The terms of this Settlement Agreement
17 include the terms set forth in the attached Exhibit, which is incorporated by this reference as
18 though fully set forth herein. Any Exhibit to this Settlement Agreement is an integral part of the
19 Settlement.

20 75. Entire Agreement. This Settlement Agreement and attached Exhibit constitute the
21 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
22 agreements may be deemed binding on the Parties. The Parties expressly recognize California
23 Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide
24 that a written agreement is to be construed according to its terms and may not be varied or
25 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
26 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

27 76. Amendment or Modification. Except as to non-material changes required by the
28 Court, no amendment, change, or modification to this Settlement Agreement will be valid unless

1 in writing and signed by the Parties. Concerning non-material changes required by the Court, the
2 Parties agree that their counsel may submit stipulated amendments to this Settlement Agreement
3 without obtaining further signatures from the Parties.

4 77. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
5 and represent they are expressly authorized by the Parties whom they represent to negotiate this
6 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
7 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
8 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
9 counsel will cooperate with each other and use their best efforts to effect the implementation of
10 the Settlement. If the Parties are unable to reach agreement on the form or content of any
11 document needed to implement the Settlement, or on any supplemental provisions that may
12 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
13 the Court to resolve such disagreement.

14 78. Binding on Successors and Assigns. This Settlement Agreement will be binding
15 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
16 defined.

17 79. California Law Governs. All terms of this Settlement Agreement and Exhibit
18 hereto will be governed by and interpreted according to the laws of the State of California.

19 80. Execution and Counterparts. This Settlement Agreement is subject only to the
20 execution of all Parties. However, the Settlement Agreement may be executed in one or more
21 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
22 of the signature page, will be deemed to be one and the same instrument provided that counsel for
23 the Parties will exchange among themselves original signed counterparts.

24 81. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
25 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
26 arrived at this Settlement after adversarial and arm's-length negotiations before a well-respected
27 and neutral mediator, in the context of adversarial litigation, and taking into account all relevant
28 factors, present and potential. The Parties further acknowledge that they are each represented by

1 competent counsel and that they have had an opportunity to consult with their counsel regarding
2 the fairness and reasonableness of this Settlement.

3 82. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
5 extent possible consistent with applicable precedents so as to define all provisions of this
6 Settlement Agreement valid and enforceable.

7 83. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
8 that either party may appeal any court order that materially alters the Settlement Agreement's
9 terms.

10 84. Notices. Unless otherwise specifically provided herein, all notices, demands or
11 other communications given hereunder shall be in writing and shall be deemed to have been duly
12 given as of the third business day after mailing by United States registered or certified mail,
13 return receipt requested, addressed as follows:

14 To Plaintiff and the Settlement Class:

15 Zachary M. Crosner
16 CROSNER LEGAL, PC
17 9440 Santa Monica Blvd., Suite 301
18 Carlsbad, CA 92008

19 To Defendants:

20 Lonnie D. Giamela
21 FISHER & PHILLIPS, LLP
22 444 S. Flower St., Suite 1500
23 Los Angeles, CA 90071

24 85. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
25 dispute that has arisen between them and to avoid the burden, expense and risk of continued
26 litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that
27 they violated any federal, state, or local law; violated any regulations or guidelines promulgated
28 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
engaged in any other unlawful conduct with respect to their employees. Neither this Settlement

1 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will
2 be construed as an admission or concession by Defendants of any such violations or failures to
3 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
4 Settlement, this Settlement Agreement and its terms and provisions will not be offered or received
5 as evidence in any action or proceeding to establish any liability or admission on the part of
6 Defendants or to establish the existence of any condition constituting a violation of, or a non-
7 compliance with, federal, state, local or other applicable law.

8 86. Waiver. No waiver of any condition or covenant contained in this Settlement
9 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
10 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
11 right or remedy.

12 87. Enforcement Actions. In the event that one or more of the Parties institutes any
13 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
14 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
15 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's
16 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

17 88. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
18 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
19 construed more strictly against one party than another merely by virtue of the fact that it may
20 have been prepared by counsel for one of the Parties, it being recognized that, because of the
21 arms-length negotiations between the Parties, all Parties have contributed to the preparation of
22 this Settlement Agreement.

23 89. Representation By Counsel. The Parties acknowledge that they have been
24 represented by counsel throughout all negotiations that preceded the execution of this Settlement
25 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
26 counsel. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on
27 the Settlement Agreement.

28 90. All Terms Subject to Final Court Approval. All amounts and procedures described

1 in this Settlement Agreement herein will be subject to final Court approval.

2 91. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
3 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
4 this Settlement Agreement.

5 92. Binding Agreement. The Parties warrant that they understand and have full
6 authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all parties, and agree that it will be
8 admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any
9 mediation confidentiality provisions that otherwise might apply under federal or state law.

10 93. Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in
11 the Action, except such proceedings necessary to implement and complete the Settlement, in
12 abeyance pending the Final Approval to be conducted by the Court.

13 94. Confidentiality. Plaintiff, Plaintiff's Counsel, Defendants and their counsel agree
14 that they will not issue any press releases, initiate any contact with the press, respond to any press
15 inquiry or have any communication with the press about the fact, amount or terms of the
16 Settlement Agreement prior to Preliminary Approval. Nothing in this Settlement Agreement shall
17 limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in
18 furtherance of business purposes, including the fulfillment of obligations stated in this Settlement
19 Agreement.

20
21 **SIGNATURES FOLLOW ON NEXT PAGE**
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SIGNATURES

PLAINTIFF

DATED: 12 / 05 / 2022

By



Rene Villagomez

DEFENDANTS

DATED:

By

Name
Title
Bayer U.S., LLC

DATED:

By

Name
Title
Bayer Corporation

DATED:

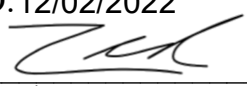
By

Name
Title
Bayer Cropscience, LP

APPROVED AS TO FORM:

DATED: 12/02/2022

By



Zachary M. Crosner
Crosner Legal PC
Attorneys for Rene Villagomez

DATED:

By

Lonnie D. Giamela
Fisher & Phillips LLP
Attorneys for Bayer U.S., LLC,
Bayer Corporation, and Bayer
Cropscience, LP

SIGNATURES

PLAINTIFF

DATED:

By

Rene Villagomez

DEFENDANTS

DATED:

By

Miranda N. Rapport
Name
Title Sr. Assoc. Gen. Counsel
Bayer U.S., LLC

DATED: 12/16/2022 | 8:29:12 PM CET

By

Miranda N. Rapport
Name
Title Sr. Assoc. Gen. Counsel
Bayer Corporation

DATED: 12/16/2022 | 8:09:54 PM CET

By

Jacqueline Applegate
Name
Title President of North America
Bayer Cropscience, LP

APPROVED AS TO FORM:

DATED:

By

Zachary M. Crosner
Crosner Legal PC
Attorneys for Rene Villagomez

DATED: December 16, 2022

By

Lonnie D. Giamela
Fisher & Phillips LLP
Attorneys for Bayer U.S., LLC,
Bayer Corporation, and Bayer
Cropscience, LP

EXHIBIT

A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

**IF YOU WORKED AS A NON-EXEMPT EMPLOYEE IN
CALIFORNIA FOR BAYER U.S., LLC, BAYER CORPORATION, OR
BAYER CROPSCIENCE, LP, YOU MAY OBTAIN PAYMENTS
FROM A SETTLEMENT REACHED IN A PROPOSED CLASS AND
REPRESENTATIVE ACTION LAWSUIT**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE
AFFECTED.**

This Notice is court approved. This is not a solicitation from an attorney.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Receive compensation but release your rights to sue separately. If you do nothing, you will receive a proportional share of the settlement based on the time you worked in a relevant position during the Settlement Class period for the claims alleged in this lawsuit. You will also give up your rights to sue Defendants about any of the claims in this case that arose during the Settlement Class period.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no compensation but keep rights to sue separately. If you ask to exclude yourself or “opt out” from the settlement, you remove yourself from this lawsuit and will not receive any compensation from the settlement, but you will keep your rights to sue Defendants for the claims alleged in the lawsuit. However, the PAGA claims as described in this Notice will be released even if you opt-out of the Settlement.
OBJECT OR COMMENT	Tell the Court why you like or don’t like the settlement. You may write to the Court, or you may appear personally or through your own attorney and your own expense, and tell the Court about why you do or do not like the settlement. You must remain a part of the lawsuit to comment or object to the settlement, and you cannot object if you also ask to be excluded.

Any Questions? Call [Settlement Admin Toll Free Ph. #\]](tel:18007627283)

These rights and options – **and the time deadlines for exercising them** – are explained further in this Notice.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Bayer's records identify that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of a lawsuit called *Rene Villagomez v. Bayer U.S., LLC, et al.*, Sacramento County Superior Court Case No. 34-2021-00314259 (the "Lawsuit"). This Notice is being sent to you by the order of the Sacramento County Superior Court, which preliminarily approved the settlement and conditionally certified the Settlement Class on [REDACTED].

At this time, the Court has determined only that there is sufficient evidence that the settlement might be fair, reasonable and adequate and any final determination of these issues will be made at the Final Approval Hearing described below. The Court has not made any rulings on the merits of the claims alleged.

This Notice informs you of the terms of the proposed settlement, describes your rights and options in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from, the settlement. If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.

2. WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiff Rene Villagomez on behalf of all current and former non-exempt employees of Bayer CropScience, LP, Bayer R&D Services and Monsanto Company (together referred to as "Bayer" or "Defendants") employed in California at any point between January 21, 2018 and September 6, 2022.

The Lawsuit currently alleges Defendants failed to pay Class Members for all hours worked, failed to provide all meal and rest breaks required under California law, failed to reimburse business expenses, failed to provide proper itemized wage statements, and failed to pay all wages due upon separation of employment. The Lawsuit also contains claims for unfair competition and violation of the California Private Attorneys General Act ("PAGA") based on the same alleged Labor Code violations. Plaintiff seeks allegedly unpaid wages and expenses as well as statutory and civil penalties related to these claims. Defendants deny each and all of the claims and contentions alleged by the Plaintiff and believe they have consistently complied with all applicable laws. The Court has not made any rulings regarding the merits of the Lawsuit.

After engaging in extensive investigation and discovery, and after a full day of mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit, Plaintiff and Defendants agreed on a settlement of all class and PAGA claims in the Lawsuit. The proposed settlement was preliminarily approved by the Court on [REDACTED]. Plaintiff and Class Counsel support the settlement.

Any Questions? Call [Settlement Admin Toll Free Ph. #]

The settlement represents a compromise of highly disputed claims. Nothing in the settlement is intended to or will be construed as an admission by Defendants that Plaintiff's claims in the Lawsuit have any merit or that Bayer has any liability to Plaintiff or the Class on those claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Lawsuit, or that the Lawsuit can or should proceed as a class action. Bayer has agreed to settle the Lawsuit as part of a compromise with Plaintiff solely because of the risk and expense of continued litigation.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation and trial.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who they believe have similar claims. Plaintiff Rene Villagomez is the Class Representative in the Lawsuit, and he asserts claims on behalf of himself and the Class Members. A class action potentially allows one court to resolve the claims of all the Class Members who choose not to exclude themselves from the class at the same time. A Class Member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, both sides avoid the risks and costs of a trial, and people affected will quickly receive compensation. The Class Representatives and the attorneys think the settlement is best for the Class.

5. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals who worked as a non-exempt employee employed by Defendants in California at any point from January 21, 2018 through September 6, 2022, inclusive, are included in the Class.

According to Defendants' records, you are member of the Class and eligible for payments under the settlement. If you are still not sure if you are entitled to participate in the settlement, please call [SETTLEMENT ADMIN. TOLL FREE PHONE NUMBER].

All individuals employed by Defendants in California as a non-exempt employee at any point from November 17, 2020 through September 6, 2022 (the "PAGA Period"), are also a member of the "PAGA Settlement Group" and are eligible to receive a separate payment representing civil penalties allegedly owed under PAGA.

6. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against them and final disposition of the Lawsuit, Defendants will pay a total of Eight Hundred Thirty Five Thousand Dollars and Zero Cents (\$835,000.00) ("Total Settlement Amount" or "TSA").

Any Questions? Call [Settlement Admin Toll Free Ph. #]

After attorney's fees and costs, a service payment to Plaintiff, the PAGA Penalty Amount for civil penalties, and settlement administration costs are deducted from the Total Settlement Amount, the remaining "Net Settlement Amount" will be distributed to Class Members who do not validly exclude themselves from the settlement ("Participating Class Members").

Subject to Court approval, the Total Settlement Amount will be allocated as follows:

- **Individual Settlement Payment: Each Participating Class Member will receive a payment based on the total number of "Qualifying Workweeks" they were employed by Defendants in California as a non-exempt employee during the relevant time period.**

Individual Settlement Payments will be calculated as follows: first, the allocation of the Net Settlement Amount will be divided by the total number of Qualifying Workweeks worked by all of the Class Members to determine the applicable "Workweek Rate." Second, the number of Qualifying Workweeks worked by individual Class Members will be multiplied by the applicable Workweek Rate to arrive at each person's Individual Settlement Payment. Your estimated Individual Settlement Payment is set forth in Section 7 below.

- **Class Representative Service Payments:** For acting as the Class Representative, Plaintiff will request from the Court an award of \$10,000.00 in recognition of and as compensation for his efforts, such as starting the Lawsuit, volunteering time to assist with the case, and providing information and documents, as well as risks he assumed in starting and assisting with the prosecution of the Lawsuit. Any amounts ordered by the Court will be paid from the Total Settlement Amount.
- **Class Counsel's Attorney's Fees and Costs:** Class Counsel will request from the Court no more than one-third (1/3) of the Total Settlement Amount (\$278,333.33) as attorney's fees for litigation and resolution of the Lawsuit. Class Counsel will also request from the Court reimbursement for actual litigation costs advanced on behalf of the Class, which will be no more than \$25,000.00. Any amount ordered by the Court for Class Counsel's attorney's fees and costs will be paid from the Total Settlement Amount.
- **PAGA Penalty Amount:** Thirty Five Thousand Dollars and Zero Cents (\$35,000.00) from the Total Settlement Amount is allocated for settlement of Plaintiff's claims under PAGA. Upon Court approval, 75% of the PAGA Penalty Amount (\$26,200.00) will be paid to the California Labor & Workforce Development Agency, and the remaining 25% (\$8,750.00) will be distributed to the PAGA Settlement Group.

Individual PAGA Payments will be calculated as follows: first, the allocation of PAGA Penalty Amount will be divided by the total number of Pay Periods worked by all members of the PAGA Settlement Group to determine the applicable "Pay Period Rate." Second, the number of Pay Periods worked by individual PAGA Settlement Group members will be multiplied by the applicable Pay Period Rate to arrive at each person's Individual PAGA Payment.

There is no statutory right to opt out or otherwise exclude yourself from your Individual PAGA Payment and the associated release of claims and rights under PAGA.

Your estimated Individual PAGA Payment also is set forth in Section 7 below. Please note not all Class Members are also eligible for a PAGA payment.

Any Questions? Call [Settlement Admin Toll Free Ph. #](tel:18007622277)

- **Settlement Administration:** The costs of settlement administration will not exceed \$8,000.00, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court for Settlement Administration will be paid from the Total Settlement Amount.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT, AND HOW MUCH WILL I RECEIVE?

You do not need to do anything to receive a payment from the settlement.

Defendants' records show that you worked a total of [Number of Workweeks] as a non-exempt employee during the Class Period. Accordingly, your anticipated Individual Settlement Payment is: [\$AMOUNT].

Defendant's records also show that you worked a total of [Number of Pay Periods] as a non-exempt employee during the PAGA Period. Accordingly, your anticipated Individual PAGA Payment is: [\$AMOUNT].

The actual amounts you receive may vary somewhat depending on actual implementation of the Settlement.

All checks issued to Participating Class Members and PAGA Settlement Group members shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance. After expiration of this time, all funds related to unclaimed or uncashed checks will be forwarded to the California State Controller's Unclaimed Property Fund.

Twenty Percent (20%) of your Individual Settlement Payment will be issued in checks representing alleged unpaid wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like a paycheck). Eighty Percent (80%) of your Individual Settlement Payment will be issued in checks representing alleged expenses, penalties and interest, and you will be issued an IRS Form 1099 for tax purposes. One Hundred Percent (100%) of your Individual PAGA Payment, if any, will be issued in checks representing alleged penalties, and you will be issued an IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your settlement checks.

If you dispute the information about the amount of your anticipated Individual Settlement Payment, you must send the Settlement Administrator in the mail any records (such as paystubs, pay checks or other records) supporting your calculation of the total number of work weeks you were employed by Defendants in California during the relevant time frame, along with a letter explaining the reasons for your dispute that also includes the last four digits of your social security number. The letter must be sent to the Settlement Administrator by [RESPONSE DEADLINE]. The date of the postmark will determine if it was timely mailed. The Settlement Administrator will review the information you submit along with Defendants' records and make a final determination as to the correct amount of your settlement share.

The Settlement Administrator is:

Villagomez v. Bayer Settlement Administration
c/o Settlement Administrator

Any Questions? Call [Settlement Admin Toll Free Ph. #]

Street Address/PO Box
City, State, Zip Code

8. WHAT AM I GIVING UP TO STAY IN THE CLASS AND GET COMPENSATION?

For all Class Members, unless you ask to be excluded, you will remain a part of the Settlement Class, and that means you can't sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in *this* case. It also means all of the Court's orders will apply to you and legally bind you. If you stay in the Settlement Class, you will be deemed to have released and discharged Defendants, Bayer R&D Services, Monsanto Company, as well as their current and former agents, officers, exempt employees, directors, owners, subsidiaries, affiliates, parent companies, insurers, attorneys, shareholders, investors, related management companies, and any other related parties (the "Released Parties") from any and all class claims that were asserted in the operative First Amended Complaint or that could have been asserted based on the allegations made in the First Amended Complaint, including (1) failure to pay minimum wage and liquidated damages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide compliant wage statements in violation of Labor Code section 226(a); (6) failure to pay all wages due on separation of employment; (7) unreimbursed business expenses in violation of Labor Code section 2802; and (8) violation of California Business & Professions Code sections 17200, *et seq.* in relation to the foregoing Labor Code violations. This release shall also include releases for claims under California Labor Code sections 201-204, 210, 225.5, 216, 221-23, 226 *et seq.*, 226.7, 233, 234, 245-248.5, 351, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5, for the duration of the Class Period (the "Released Class Claims"). The Released Class Claims do not include any claims that cannot be released as a matter of law.

As to claims under PAGA, the Released PAGA Claims include any and all claims against the Released Parties for civil penalties under PAGA that were asserted in the operative First Amended Complaint or that could have been asserted based on the allegations made in the First Amended Complaint, and all claims for civil penalties asserted in the PAGA Notice filed with the LWDA, or claims for civil penalties under PAGA based on the allegations in the PAGA Notice filed with the LWDA, including (1) failure to pay minimum wage and liquidated damages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide compliant wage statements in violation of Labor Code section 226(a); (6) failure to pay all wages due on separation of employment; (7) unreimbursed business expenses in violation of Labor Code section 2802; and (8) violation of California Business & Professions Code sections 17200, *et seq.* in relation to the foregoing Labor Code violations. This release shall also include releases for claims under California Labor Code sections 201-204, 210, 225.5, 216, 221-23, 226 *et seq.*, 226.7, 233, 234, 245-248.5, 351, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5, for the duration of the PAGA Period.

The Settlement Agreement contains additional details about the scope of the Released Claims and you may obtain a copy of the Settlement Agreement from the Settlement Administrator or Class Counsel listed below.

9. DO I HAVE A LAWYER IN THIS CASE?

Any Questions? Call [Settlement Admin Toll Free Ph. #]

The Court has decided the law firm below is qualified to represent you and the Settlement Class. This law firm is called “Class Counsel.”

Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills CA 90210
(310) 496-5818

If you want to be represented by your own lawyer, you may hire one at your own expense.

10. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit a Request for Exclusion to the Settlement Administrator at the following address:

Villagomez v. Bayer Settlement Administration
c/o Settlement Administrator
Street Address/PO Box
City, State, Zip Code

You must send your Request for Exclusion Form by mail no later than [RESPONSE DEADLINE] to the Settlement Administrator at the above address. The date of the postmark will determine if your Request for Exclusion Form was timely mailed. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Gross Settlement Amount, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement. However, to the extent you are a PAGA Member and eligible to receive a portion of the PAGA Settlement, you will still receive that amount whether or not you submit a Request for Exclusion. This is because, if the Court approves the PAGA Settlement, there is no statutory right to opt out, object or otherwise exclude yourself from receiving a payment for PAGA claims and the associated release of claims and rights under PAGA.

11. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the proposed settlement either in writing, by appearing at the Final Approval Hearing in person or through an attorney at your own expense, or both. The Final Approval Hearing is scheduled to take place on _____, 2023, at _____ in Dept. 28 of the Sacramento County Superior Court, located at the Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, California 95814.

You must submit your Objection and all supporting papers if any to the Settlement Administrator by mailing to the following address:

Villagomez v. Bayer Settlement Administration
c/o Settlement Administrator
Street Address/PO Box

Any Questions? Call [Settlement Admin Toll Free Ph. #]

City, State, Zip Code

To be valid, your Objection and all supporting papers must be postmarked on or before **[RESPONSE DEADLINE]**.

If you do not submit a written Objection, you may still appear at the Final Approval Hearing and make your objection verbally to the Court.

12. WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Award. Final approval of the settlement will bar any Class Member who does not request to be excluded from the settlement from initiating a lawsuit or proceeding regarding the Released Claims.

13. WHAT IF MY CONTACT INFORMATION CHANGES?

If, after you receive this Notice you change your mailing address, it is your responsibility to inform the Settlement Administrator of your updated information.

14. THE FINAL APPROVAL HEARING

The Final Approval Hearing is scheduled to take place on _____, 2023, at _____ in Department 28 of the Sacramento County Superior Court, located at the Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, California 95814. The date and time may change without further notice to the Class.

At the Final Approval Hearing, the Court will make a final decision whether to approve the settlement, and will also decide what amounts will be awarded to Plaintiffs for a service award, and to Class Counsel for attorney's fees and costs.

15. FURTHER INFORMATION

This Notice is only a summary of the settlement. To obtain a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), the Court's Preliminary Approval Order, or the operative complaint filed in the Lawsuit, please contact the Settlement Administrator at **[SETTLEMENT ADMIN. TOLL FREE PHONE NUMBER]** or Class Counsel listed above.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at **[SETTLEMENT ADMIN. TOLL FREE PHONE NUMBER]** or Class Counsel listed above. Please refer to the Villagomez v. Bayer Class Action Settlement.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS OR FOR INFORMATION REGARDING THIS SETTLEMENT

Any Questions? Call **[Settlement Admin Toll Free Ph. #]**